

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Amanda Pope

DEFENDANTS

Michael Joseph Chovanes and
Keith Ferketich(b) County of Residence of First Listed Plaintiff Marion Co., Florida
(EXCEPT IN U.S. PLAINTIFF CASES)County of Residence of First Listed Defendant Lehigh County, PA
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known) unknownMichael A. Iaconelli, Esq./William J. Clements, Esq.
Lehr Harrison Harvey Branzburg, 1835 Market St.
Hillsdale, PA 19103

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|---------------------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input checked="" type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. § 1332

Brief description of cause:

fraud, conversion, declaratory judgment and equitable claims

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S)

IF ANY None

(See instructions):

JUDGE

DOCKET NUMBER

DATE

June 26, 2015

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

Amanda Pope

CIVIL ACTION

v.

Michael Joseph Chovanes and
Keith Ferketich

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:


- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ☒ (x)
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ()

6/26/15

Date

(215) 569-3494

Telephone


Attorney-at-law
William J. Clements
(215) 568-6603

FAX Number

Attorney for
Plaintiff, Amanda Pope
wclements@klehr.com

E-Mail Address

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

AMANDA POPE
2999 NW 165th Street
Citra, FL 32113

Plaintiff,

v.

MICHAEL JOSEPH CHOVANES
1065 Huffs Church Road
Alburtis, PA 18011

-and-

KEITH FERKETICH
78 Weaver Road
Zionsville, PA 18092,

Defendants.

CIVIL ACTION NO.

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Amanda Pope (“Plaintiff” or “Pope”) brings this complaint against defendants Michael Joseph Chovanes and Keith Ferketich (collectively, “Defendants”) and, in support thereof, avers as follows:

Introduction

1. Defendant Michael Joseph Chovanes (“Chovanes”), with the material assistance of co-defendant Keith Ferketich (“Ferketich”), have fraudulently attempted to steal from Pope two valuable and unique vintage automobiles that she purchased and owns.

2. The automobiles are currently being stored at defendant Chovanes’ personal residence and, despite repeated demands by Pope, he has failed and refused to return Pope’s

valuable and unique property to her, necessitating this lawsuit.

The Parties

3. Plaintiff, Amanda Pope is an adult individual and resident of the State of Florida, with an address of 2999 NW 165th Street, Citra, Florida 32113.

4. Defendant, Michael Joseph Chovanes is an adult individual and resident of the Commonwealth of Pennsylvania, with an address of 1065 Huffs Church Road, Alburtis, Pennsylvania 18011.

5. Defendant, Keith Ferketich is an adult individual and resident of the Commonwealth of Pennsylvania, with an address of 78 Weaver Road, Zionsville, Pennsylvania 18092.

Jurisdiction And Venue

6. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332 because the adverse parties are citizens of different states and the matter in controversy exceeds \$75,000.00, exclusive of interest and costs.

7. This Court has personal jurisdiction over Defendants, and venue is proper in this district pursuant to 28 U.S.C. § 1391, because: (a) one or more of the Defendants reside in this district; (b) one or more of the Defendants can be served with process in this district; (c) one or more of the Defendants committed intentional torts in this district; (d) Plaintiff suffered harm in this district; and (e) the unique personal property forming the subject matter of this action is located in this district.

The Initial Relationship Between Pope And Chovanes

8. Pope and Chovanes have known each other since 2009, first becoming acquainted through the thoroughbred horse industry.

9. Pope is a horse breeder and owns race horses. Chovanes is a veterinarian who

travels throughout the country to perform services for his clients at horse sales/auctions, racetracks and other facilities where thoroughbred horses are located.

10. In approximately April 2009, Pope and Chovanes formed a romantic relationship.

11. Since Pope lived in Florida and Chovanes lived in Pennsylvania, they traveled between these states to see each other, and to other places to attend various events associated with the thoroughbred horse industry.

12. In addition to their common interest in horses, Pope and Chovanes shared an interest in automobiles.

13. In or about May 2010, the couple attended the "Indianapolis 500" automobile race in Speedway Indiana and, on June 26, 2010, the couple attended a "Mecum Auto Auction" in Marengo, Illinois (the "Auto Auction").

The Auto Auction

14. Pope was considering purchasing one or more automobiles at the Auto Auction, for either her personal use or as an investment.

15. Although Pope and Chovanes both attended the Auto Auction on June 26, 2010, only Pope was authorized to sign a "bidder's ticket," "bidder's receipt" and, most importantly, purchase the automobiles being auctioned at the Auto Auction.

16. In particular, Pope was interested in purchasing an older model (*i.e.*, vintage) Corvette sports car because her brother -- who had passed away -- previously owned such a vehicle.

Pope Purchases Two Corvettes At The Auto Auction

17. Pope successfully bid on, signed the bidder's ticket and bidder's receipt for, and ultimately purchased two (2) Corvettes at the Auto Auction.

18. One of the automobiles was a 1995 Corvette ZR-1 (the "1995 ZR-1"), and the other was a 1969 Corvette Stingray (the "1969 Stingray").

19. Pope purchased the 1995 ZR-1 at the suggestion of Chovanes. The 1969 Stingray -- which reminded her of the Corvette her deceased brother previously owned and had restored -- was picked out and purchased by Pope for mainly sentimental reasons.

20. With respect to the 1995 ZR-1, Chovanes told Pope that the automobile was valuable and, therefore, would be an excellent investment for her to make.

21. At the Auto Auction, Chovanes also represented to Pope that he was interested in "going-in" on the investment, and would pay one-half of the purchase price of the 1995 ZR-1 (with her paying the other half) if her bid on the automobile was ultimately successful.

22. Based on Chovanes' representations, Pope proceeded to bid on, and was ultimately the successful bidder for, the 1995 ZR-1.

23. After the bidding process closed, but before Pope was required to pay for the 1995 ZR-1, Chovanes informed her that he "did not have a check in his possession to cover his half," and that he "would reimburse her for his 50% portion later."

24. Based on Chovanes' representation, Pope paid the entire purchase price for the 1995 ZR-1, totaling \$30,740.00, with her personal check number 3735. See Exhibit "A."

25. During the Auto Auction, Pope was also the successful bidder on the 1969 Stingray, and paid the entire purchase price for that automobile, totaling \$53,500.00, with her separate personal check number 3736. See Exhibit "B."

26. To date, Chovanes has not tendered to Pope any payment for any portion of the purchase price of the 1995 ZR-1, and likewise has not contributed anything toward the purchase price of the 1969 Stingray.

27. Consequently, Pope has paid for and -- up to and through the present -- exclusively owns the 1995 ZR-1 and the 1969 Stingray.

Chovanes Attempts To Alter The Auto Auction Paperwork For the 1995 ZR-1

28. In order to remove an automobile from the location of the Auto Auction, a successful bidder must possess a "Gate Pass" demonstrating that the purchase price has been paid in full.

29. The requisite form of Gate Pass was issued by the Auto Auction exclusively to Pope as the "buyer" -- and now, "owner" -- of the 1995 ZR-1. See Exhibit "C."

30. In addition, Pope was issued a receipt by the Auto Auction's cashier in connection with her purchase of the 1995 ZR-1. See Exhibit "D."

31. While Pope was writing out the above-referenced checks to the Auto Auction (Exhibits "A" and "B"), Chovanes altered the receipt for the 1995 ZR-1 by crossing off Pope's name and address, and handwriting his own name and address in the box entitled "Buyer Information." See id.

The Pope/Chovanes Relationship Breaks Down

32. After purchasing the 1995 ZR-1 and the 1969 Stingray at the Auto Auction, Pope decided to have both automobiles transported to Chovanes' personal residence in Pennsylvania.

33. In or about February 2011, approximately eight months after attending the Auto Action together, Pope and Chovanes got engaged.

34. The engagement was broken off in approximately April 2013.

35. As a result, Pope requested that the 1969 Stingray be sent by Chovanes to her Florida residence. Pope also requested that Chovanes return, or completely reimburse her for, the 1995 ZR-1 he was storing for her at his residence in Pennsylvania. Pope offered to make

arrangements to transport the car to Florida at Pope's expense. Pope just needed to know the location of the car.

36. Despite these requests (the sole legal owner of both vehicles), Chovanes assured her that he was safely storing and maintaining both automobiles, and that there was no present need to move them.

37. In reliance on Chovanes' representations, Pope decided to leave her automobiles at Chovanes' residence for the time being.

Pope Again Seeks To Recover Her Automobiles

38. By the Fall of 2014, Pope and Chovanes were communicating with one another again, and sought to revive their former (pre-engagement) professional working relationship.

39. In light of this, Pope once again raised the issue of Chovanes/allowing her to have her automobiles shipped to her residence in Florida.

40. However, at this point, Chovanes told Pope that he had already sold the 1969 Stingray to a third party.

41. Pope was shocked to hear this, since she was the only owner of the 1969 Stingray.
See e.g., Exhibit "E."

42. Therefore, Pope demanded that Chovanes immediately return the 1969 Stingray to her in Florida.

43. In response, Chovanes stated that he: (a) no longer had physical possession of the car; (b) did not know where the car was located; (c) had sold the car for \$30,000.00 "in cash" to a third party purchaser (which amount was significantly less than what Pope had previously paid for it); and (d) he would give Pope the \$30,000.00 in cash that he received from his buyer if she first conveyed title of the car to him so long as she did not fill in only buyer's information.

44. When Pope requested information about the name, address and contact information for Chovanes' supposed buyer, Chovanes initially refused to disclose the information to Pope; nor would he disclose the whereabouts of the 1969 Stingray.

45. Since Pope never authorized Chovanes to sell her 1969 Stingray (let alone for the drastically reduced price that Chovanes claimed he sold it to defendant Ferketich for), Pope again demanded that Chovanes return the car to her, and return any purchase money to Ferketich.

46. So pressed, Chovanes begrudgingly gave Pope what he represented to be the "Agreement and Contract For A Sale of An Automobile" purportedly between Pope (as the alleged seller) and defendant Ferketich (as the alleged buyer) for the 1969 Stingray. See Exhibit "F."

47. In this so-called "agreement," Chovanes falsely represented himself to be the "agent for seller," and also signed the alleged "agreement" in that capacity. See id.

48. Chovanes' representations in this regard were fraudulent: (a) Pope had not appointed Chovanes as her "agent" for any purpose whatsoever, let alone to sell the 1969 Stingray to anyone, at any price; and (b) Pope never agreed to transfer title to the 1969 Stingray to anyone.

49. This supposed "agreement" does, however, demonstrate that Chovanes always recognized Pope as the only true owner of the 1969 Stingray. See id.

50. Regardless, other than the document attached hereto as Exhibit "F," Chovanes has not provided Pope with any documentation demonstrating that the purported buyer, co-defendant Ferketich, actually paid Chovanes anything for the 1969 Stingray.

51. Likewise, Chovanes has never explained to Pope why Ferketich -- a supposed licensed car dealer -- would pay any monies (let alone cash) to a supposed agent before being

provided with proof or a copy of the title to the automobile by the owner of record.

52. Throughout the balance of 2014 and 2015, Pope has repeatedly attempted to have the 1969 Stingray returned to her, and has also advised Chovanes that, if he wanted to purchase the 1995 ZR-1 from her, he would have to pay her at least \$30,000.00 for the vehicle. Chovanes has not agreed to do so.

53. Chovanes' conduct suggests that he believes the 1995 ZR-1 is his personal property to do with as he pleases (despite the fact that he is not the owner of record, and has he paid for the vehicle, in whole or in part).

54. Moreover, Chovanes has repeatedly told Pope that the 1969 Stingray is no longer in his physical possession, and that he "does not know where the car is," so he cannot return it to her. However, Chovanes' statements in this regard were also knowingly false.

55. On June 23, 2015, a licensed private investigator (accompanied by a state constable) confirmed that the 1969 Stingray and 1995 ZR-1 are both being stored in a locked garage that is attached to Chovanes' personal residence at 1065 Huffs Church Road, Alburtis, Pennsylvania 18011.

56. In addition: Chovanes has: (a) failed and refused to return either of the automobiles to Pope, their rightful owner; (b) refused to provide any explanation for this failure and refusal; and (c) whenever Pope has tried to discuss the issue with him, persists in stating that Pope must first sign the title of the 1969 Stingray over to him -- without identifying the name of the new purchaser in the document -- so that Chovanes can (supposedly) complete the sale of the 1969 Stingray to Ferketich.

57. Pope believes that, aside from being completely unauthorized, the alleged transaction involving Chovanes and Ferketich is a complete and utter sham, designed by one or

both of the Defendants to fraudulently, and in bad faith, coerce Pope into signing the title to the 1969 Stingray over to Chovanes for only a fraction of the car's actual value, in furtherance of their attempt to wrongfully and illegally profit at her expense.

58. Further, Chovanes has repeatedly attempted to deceive Pope as to the actual whereabouts of the automobiles, including the 1969 Stingray. Specifically, Chovanes has repeatedly stated to Pope that he: (a) no longer has the car; and (b) does not know its whereabouts. Contrary to Chovanes' knowingly false representations to Pope, on June 23, 2015, a representative of Pope, along with a state constable, confirmed that the 1969 Stingray and 1995 ZR-1 are still located at Chovanes' personal residence.

Count I—Fraud
Pope v. Chovanes

59. Pope incorporates herein by this reference the averments in the foregoing paragraphs as if set forth at length herein.

60. Chovanes represented to Pope that he would pay one-half the purchase price for the 1995 ZR-1; he never did so.

61. Chovanes represented to Pope that he would store her automobiles on his property, and that Pope would have access to her automobiles on demand.

62. Pope reasonably relied on these representations, both in purchasing the automobiles, and in allowing Chovanes to store her automobiles at his residence.

63. Chovanes' representations were false when made.

64. Chovanes' false representations were made by him with the intent of inducing Pope to purchase and store the 1969 Stingray and 1995 ZR-1 on his property so that Chovanes would have custody and control over them to do whatever he pleased, and contrary to Pope's ownership interest.

65. To this end, Chovanes deliberately altered certain paperwork regarding the sale of the 1995 ZR-1, see Exhibit "D," so as to make it appear as if he -- instead of Pope -- was the actual "buyer" of that automobile.

66. In an attempt to conceal his conduct, Chovanes repeatedly lied to Pope about the location of the automobiles, and falsely represented to her that he: (a) could not return the 1969 Stingray to her because it (supposedly) was no longer in his possession; and (b) did not have information on its whereabouts.

67. At the time Chovanes made the foregoing materially false representations to Pope, he was aware that both automobiles were still being stored by him on his residential property.

68. Chovanes also knowingly misrepresented himself to third parties as Pope's agent, acting with her authority, in connection with a purported sale of the 1969 Stingray when, in fact, Chovanes was at all times aware that he was not Pope's agent for any purpose, and had no authority from Pope to enter into any transaction involving the automobiles or otherwise.

69. As a direct, foreseeable and proximate result of Chovanes' fraudulent and other wrongful conduct, Pope has suffered harm, and has been deprived of her unique and valuable property; namely, her two automobiles.

70. Chovanes' fraudulent and illegal conduct, including taking advantage of his personal relationship with Pope, was willful, deliberate, egregious and outrageous, and beyond all bounds of acceptable business, interpersonal and societal conduct, sufficient to warrant the imposition of punitive damages.

WHEREFORE, plaintiff Pope respectfully demands judgment in her favor and against defendant Chovanes on Count I in excess of \$75,000.00, and all other relief that the Court deems

just and proper under the circumstances including, but not limited to, pre-judgment interest, costs and punitive damages as allowed by law.

Count II—Conversion
Pope v. Chovanes and Ferketich

71. Pope incorporates herein by this reference the averments in the foregoing paragraphs as if set forth at length herein.

72. The automobiles are the property of Pope.

73. The only “authority” Chovanes possessed with respect to the automobiles was to: (a) store them in a safe location; and (b) provide Pope with unfettered access to them -- or to return them to Pope -- immediately upon her demand.

74. Pope has made repeated demands upon Chovanes for the return of her property, but Chovanes has failed and refused to return her property.

75. Chovanes has further claimed to have “sold” or otherwise conveyed Pope’s property -- namely, the 1969 Stingray -- to defendant Ferketich.

76. To the extent Ferketich has come into possession of the 1969 Stingray, any such possession likewise constitutes conversion of Pope’s property.

77. Moreover, it is believed, and therefore averred, that Ferketich is/was a licensed automobile dealer who knew -- or should have known -- that his and Chovanes’ conduct was wrongful and illegal.

78. Defendants’ conduct referred to herein constitutes a tortious conversion of Pope’s property.

79. As a direct, foreseeable and proximate result of Defendants’ wrongful conduct, Pope has suffered harm, and has been deprived of her unique and valuable property; namely, her two automobiles.

80. Chovanes' fraudulent and illegal conduct, including taking advantage of his personal relationship with Pope, and Ferketich's additional wrongful and illegal conduct as alleged herein, was willful, deliberate, egregious and outrageous, and beyond all bounds of acceptable business, interpersonal and societal conduct, sufficient to warrant the imposition of punitive damages.

WHEREFORE, plaintiff Pope respectfully demands judgment in her favor and against defendants Chovanes and Ferketich on Count II in excess of \$75,000.00, and all other relief that the Court deems just and proper under the circumstances including, but not limited to, pre-judgment interest, costs and punitive damages as allowed by law.

Count III—Unjust Enrichment/Constructive Trust
Pope v. Chovanes and Ferketich

81. Pope incorporates herein by this reference the averments in the foregoing paragraphs as if set forth at length herein.

82. To the extent the Defendants remain in possession of the automobiles, or any alleged proceeds from any unauthorized sales of the automobiles, Defendants hold such items and property in constructive trust for the rightful owner of the automobiles and any such proceeds; namely, Pope.

83. Defendants' retention of the automobiles, or any alleged proceeds from any unauthorized sales of the automobiles, constitute ill-gotten gains obtained by the Defendants at the expense of Pope.

84. Defendants' retention and/or realization of such ill-gotten gains is inequitable, unjust and unconscionable.

85. To prevent Defendants from being unjustly enriched, a constructive trust should be imposed on the automobiles and any alleged proceeds from any unauthorized sales of the

automobiles in favor of Pope, and Defendants further should be ordered to account for their ill-gotten gains, and disgorge those ill-gotten gains, to Pope.

WHEREFORE, plaintiff Pope respectfully demands judgment in her favor and against defendants Chovanes and Ferketich on Count III in excess of \$75,000.00, and all other relief that the Court deems just and proper under the circumstances including, but not limited to, an order for an accounting and disgorgement, along with pre-judgment interest and costs as allowed by law.

Count IV—Declaratory Judgment
Pope v. Chovanes and Ferketich

86. Pope incorporates herein by this reference the averments in the foregoing paragraphs as if set forth at length herein.

87. Pope is the sole owner of the 1969 Stingray and 1995 ZR-1.

88. Pope did not provide to Chovanes any authority to act as her agent in any matter, including with respect to any transactions involving the alleged sale of these automobiles.

89. Any such sales transaction including, but not limited to, the purported sale of the 1969 Stingray by Chovanes to Ferketich is, thus, *void ab initio*.

90. To the extent this or any other purported sales transactions involving the automobiles have closed, title to the automobiles remains with Pope.

91. An actual and justiciable controversy, ripe for determination, exists between Pope, on the one hand, and Defendants, on the other hand, with respect to their respective rights, status and other legal relations *vis-à-vis* each other and in connection with, among other things, the automobiles.

WHEREFORE, plaintiff Pope respectfully demands judgment in her favor and against defendants Chovanes and Ferketich on Count IV for a declaration that title, and all other

incidents of ownership with respect to the automobiles, is and remains vested solely in Pope, and that any transactions to the contrary are null and void, along with pre-judgment interest and costs as allowed by law.

Count V—Preliminary and Permanent Injunctive Relief
Pope v. Chovanes and Ferketich

92. Pope incorporates herein by this reference the averments in the foregoing paragraphs as if set forth at length herein.

93. Pope is the sole owner of the 1969 Stingray and 1995 ZR-1.

94. The automobiles are unique and valuable property.

95. One or both Defendants are in actual and/or constructive possession of the automobiles, and have failed and refused to return the automobiles to Pope.

96. Defendants' conduct in this regard is tantamount to theft of Pope's automobiles.

97. Pope is suffering, and has suffered, immediate and irreparable harm in connection with the Defendants' wrongful retention of the automobiles that cannot be cured with mere monetary damages -- particularly with respect to the 1969 Stingray that Pope purchased because of the sentimental value it has with the memory of her deceased brother.

98. Pope has a high likelihood to succeed on the merits of her claims.

99. Pennsylvania's public policy militates the protection of a plaintiff's personal property rights against the fraudulent, illegal and otherwise tortious conduct of a defendant.

100. To the extent any public interest is implicated, it strongly favors allowing the owner of property to enjoy, without interference, all rights incident to that ownership.

101. An injunction should be issued ordering Defendants to return the automobiles to Pope, in as good of a condition as they were in when first purchased by Pope and stored on Chovanes' property, along with all of the associated books and records that were provided to

Pope by the sellers of the automobiles at the Auto Auction.

WHEREFORE, plaintiff Pope respectfully demands judgment in her favor and against defendants Chovanes and Ferketich on Count V, for an injunction to issue directing Defendants to return the automobiles to her, and to pay monetary damages to the extent those automobiles have suffered damages and/or deteriorated in value while in Defendants' wrongful possession, along with pre-judgment interest and costs as allowed by law.

KLEHR HARRISON
HARVEY BRANZBURG LLP

Date: June 26, 2015

By:



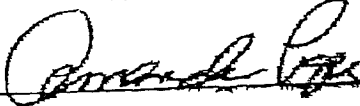
Michael A. Iaconelli
William J. Clements
1835 Market Street, 14th Floor
Philadelphia, PA 19103
(215) 569-2700

*Counsel for Plaintiff,
Amanda Pope*

EXHIBIT A

Account: 3446221518
Bank Number:

Capture Date: 06/29/2010
Check Number: 0

Amanda Joyce Pope 2999 NW 163th St Cape FL 32113-2932		3735 RS-4528 FL 1023
Pay to the Order of: <u>Mecum Auctions, Inc</u>		<u>6-26-2010</u> Date
<u>Thirty thousand seven hundred forty dollars</u>		<u>\$ 30,740.00</u> Dollars
Bank of America		U.S. Trust, Bank Of America Private Wealth Management
For <u>1995 ZR1</u>		
063000047 003446221518*3735		

Electronic Endorsements
Date Sequence
06/29/2010 004392867762
06/29/2010 6319053557
06/28/2010 005992248333
06/28/2010 000000101001249
No Payee Endorsements Found

Bank #	Endrs Type	TRN	RRC	Bank Name
111012822	Pay Bank	N		BANK OF AMERICA, NA
71000301	Undetermined	N		FEDERAL RES BANK OF
111012822	Pay Bank	N		BANK OF AMERICA, NA
71925758	Rtn Loc/BOFD	Y		PRAIRIE COMMUNITY BA

Account: 3446221518
Bank Number:

Capture Date: 06/29/2010
Check Number: 0

PAY TO THE ORDER OF
PRAIRIE COMMUNITY BANK
071925758-4
FOR DEPOSIT ONLY
MEDIUM AUTION, INC.
OPERATING ACCOUNT
105240

Electronic Endorsements

Date	Sequence	Bank #	Endrs Type	TRN	RRC	Bank Name
06/29/2010	004392867762	111012822	Pay Bank	N		BANK OF AMERICA, NA
06/29/2010	6319053557	71000301	Undetermined	N		FEDERAL RES BANK OF
06/28/2010	005992248333	111012822	Pay Bank	N		BANK OF AMERICA, NA
06/28/2010	000000101001249	71925758	Rtn Loc/BOFD	Y		PRAIRIE COMMUNITY BA

No Payee Endorsements Found

EXHIBIT B

Amanda Joyce Pope 2999 NW 165th St Citra FL 32113-2952		3736
Date <u>6/26/2010</u>		63-4630 FL 3363
Pay to the Order of <u>Mecum Auction</u>	\$ <u>53,535.05</u>	
<u>Five thousand three hundred fifty three and 5/100</u>	Dollars	
Bank of America	U.S. Trust, Bank of America Private Wealth Management	
ACH FUI 053100277		
To <u>1969 Corvair</u>	<u>[Signature]</u>	
⑆063000017⑆ 003446221518⑆3736		

EXHIBIT C

MECUM

HIGH PERFORMANCE AUCTIONS

GATE PASS

Car Number: S49
Sale Date: 06/22/10
Owner: AMANDA POPE (#41354) FL
VIN: 1G1YZ22J0S5800421
Desc.: 1995 CHEVROLET CORVETTE ZR1 (RED)

AMOUNT DUE: \$ 0.00 AS IS



0042764

*** THANK YOU ***

Sign Name:

Amanda Pope

Print Name:

AMANDA POPE

CLERK

HER

EXHIBIT D

MECUM COLLECTION
950 GREENLEE STREET, MARENGO, IL 60152

815-568-8888

VEHICLE INFORMATION

Lot #: S49	Sale: BG10	
Inv. #: 42764	BOS #: 20524	
Year: 1995	Make: CHEVROLET	
Model: CORVETTE Z	Body: COUP	LITERATURE
VIN #: 1G1YZZ2J0S5800421	Color: RED	

SELLER INFORMATION

Name: 13906 - TODD MERCER / WILTONS CLASSIC CARS
Address: 1202 HIGHLAND AVE
JOLIET, IL 60435
License: IL / DL2670

ALL TRANSACTIONS ARE

AS-IS

NO WARRANTIES OF CONDITION

IMPLIED OR OTHERWISE

BUYER INFORMATION

Name: 41354 - AMANDA PORE *MICHAEL J. CHOVANES*
Address: ~~2000 NW 155TH ST~~ *1065 Huff Church Rd;*
~~CITRA FL 32113~~ *Alburtis, PA 18011*
Phone: 352-591-5613 Alt. Phone: 610-845-3911 Fax: 484-229-0480
License: Tax #:

SETTLEMENT INFORMATION

Hammer Price: 29000.00	Method of Payment
Premium: 1740.00	Check: 30740.00 (3735/003446221518)
Other: 0.00	Cash:
Total: 30740.00	Credit Card:

Cashier's Signature: *H. Ream*
Buyer's Signature: *Amanda Pore*
Signature Date: 06/26/10 Time of Sale: 13:51 Printed By: heldi
Buyer agrees to All Rules and Terms of Sale as outlined on the reverse of His/Her buyer's registration card.

TITLE OUT

Buyer's Signature: _____

Buyer's License: _____

EXHIBIT E

Mail Loss Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Korman Building, Tallahassee, FL 32399-0600

T# 847107830
B# 2649585

Identification Number
194379S708147

Year
1969

Make
CHEV

Body
2D

WT-L-BHP
3140

Vessel Regis. No.

Title Number
118278911

Date of Issue

03/25/2015

Lien Release
Interest in the described vehicle is hereby released
By _____
Title _____
Date _____

Registered Owner:

AMANDA JOYCE POPE
2999 NW 165 ST
CITRA, FL 32113

Mail To:

AMANDA JOYCE POPE
2999 NW 165 ST
CITRA, FL 32113

IMPORTANT INFORMATION

1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: <http://www.hsmv.state.fl.us/html/titlinf.html>

CERTIFICATE OF TITLE

Identification Number: 194379S708147 Year: 1969 Make: CHEV Body: 2D WT-L-BHP: 3140 Vessel Regis. No.: Title Number: 118278911
Lien Release: Interest in the described vehicle is hereby released
By: _____ Title: _____ Date: _____
Prev. State: OH Color: YEL Primary Brand: Secondary Brand: No. of Brands: 1 Use: PRIVATE
Odometer Status of Vessel Manufacturer of OH Use: EXEMPT Hull Material: Prop: Date of Issue: 03/25/2015 Date: _____

Registered Owner

AMANDA JOYCE POPE
2999 NW 165 ST
CITRA, FL 32113

1st Lienholder
NONE

DIVISION OF MOTORIST SERVICES

TALLAHASSEE

FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton B. Walden

Clayton Boyd Walden
Director

Control Number

117091057

14 / 1 117091057

Jerry L. Rhodes
Jerry L. Rhodes
Executive Director

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller sign the mileage, purchaser's name, selling price and date sold in connection with the transfer of ownership.
Failure to complete or providing a false statement may result in fines and/or imprisonment.
This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: _____

Address: _____

Seller Must Enter Selling Price: _____

Seller Must Enter Date Sold: _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads _____ (not words) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:
☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must
Sign Here: _____

CO-SELLER Must
Sign Here: _____

Print Here: _____

Print Here: _____

Selling Dealer's License Number: _____

Tax No.: _____

Tax Collected: _____

PURCHASER Must
Sign Here: _____

CO-PURCHASER Must
Sign Here: _____

Print Here: _____

Print Here: _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR CO-SIGNER WITHIN 30 DAYS AFTER DATE OF PURCHASE.

HSMV 62250 REV 10/12

STATE OF FLORIDA

EXHIBIT F

Agreement and Contract For A Sale of An Automobile

This is an agreement between KLF AUTO
KETH FERRELL (buyer), and

MICHAEL CHAVANES (agent for seller) representing

AKANDA POPE (seller), where the agent has full authority to act for the seller.

Seller hereby certifies that the auto is free of any liens or encumbrances, and that a clear title exists and will be transferred upon completion of this contract.

Buyer hereby agrees to purchase the following

CORVETTE (auto), 1969 (year) A43795705147 (VIN), in

"AS IS" condition, except as noted below, for the amount of \$30,000.00, a non-refundable

deposit of \$1,000.00 payable upon the signing of this agreement, with the

balance \$29,000.00 due on OCT 30, 2014.

Exceptions:

Seller agrees to repair fuel line and carburetor leaks.

Buyer agrees to the "as is" condition of the car especially with respect to the hood, wiring, tires, and paint condition.

Date SEPTEMBER 14, 2014 (of this agreement)

Seller's agent Michael Chavanes

Buyer Keith Ferrell

10-14-14 Rec'd \$1000 cash wife

10-29-14 Rec'd \$29,000 cash wife